

CGIL



RIGHTS **CANNOT** BE SUBCONTRACTED

Contracting, subcontracting, posting, cooperative, self-employed work, business network...

In Italy, as in the rest of Europe, in factories, warehouses, construction sites, supermarkets, call centers, hospitals, ... more and more workers are not directly employed by the main company but by contractors, subcontractors, cooperatives, or through posting.

This phenomenon is called **OUTSOURCING OF WORK**.

Outsourcing is too often used to bypass the fundamental principle that workers doing the same job must have the same pay, rights, and protections, thereby making "outsourced" workers more precarious, vulnerable, and exploitable.

"If you work under a contract, subcontract, temporary agency work, or posting, you might not know that you have several options to assert your rights. These rights are guaranteed by laws won and defended through trade union struggles and by collective

bargaining agreements signed by the most representative unions with employers' associations.
The CGIL is here to help you defend your rights!"

"DO YOU KNOW WHAT A 'FAKE CONTRACT' IS?"

The law establishes that the real employer is the company that actually manages and organizes the work of employees. For this reason, contracts, subcontracts, or postings between the main company and the company that hired you may often be irregular.

For example, if you work for a cooperative under contract in a factory, the contract is valid only if:

- The tools and means you use at work are provided and organized by your employer;
- The person who tells you what, how, and when to do things is a manager of the company that employs you.

If, instead, the work organization, the use of tools and machinery, or the orders come directly from someone in the main company, the contract can be declared fake. In such a case, you can demand to be recognized as a permanent employee of the main company for which you are actually working, starting from your first day of work.

"DO YOU KNOW THAT IF YOU WORK UNDECLARED ('OFF THE BOOKS'), YOU ARE ENTITLED TO THE SAME WAGES AND PROTECTIONS AS IF YOU WERE FORMALLY EMPLOYED?"

Exactly! The law considers the undeclared worker a victim. For this reason, you can demand from a judge the payment of the wage differences between what you actually received and what you should have received under the national collective bargaining

agreement for all the hours worked (including severance pay, vacation, annual bonus, overtime).

You are also entitled to the payment of social security contributions, which allow you to receive unemployment benefits (NASPI). These protections also extend in case of workplace accidents or occupational illness, guaranteeing you the same INAIL protections as in a regular job.

This also applies to undeclared workers without a residence permit.

You can claim your rights within five years after the end of the employment relationship.

“DO YOU KNOW HOW TO ESTABLISH IF YOU ARE A VICTIM OF LABOUR EXPLOITATION?”

Since 2016, thanks also to CGIL's struggle, there is a law that protects workers from exploitation (Law No.199/2016).

Exploitation exists if you experience even one of these conditions:

- Your payslip is not calculated according to the national collective agreement and is lower than the pay due for your job and workload;
- Excessive working hours, or rest and vacation days not in line with the law and the collective agreement;
- You work in unsafe conditions that put your health or safety at risk;
- You are subjected to strict surveillance or forced to live in inadequate housing.

If you face these conditions because you are vulnerable—due to difficulty finding better work, urgent need for income, or lacking a residence permit—you can be recognized as a “victim of exploitation.”

As a victim under the law, you are entitled to social protection (housing, job search support, residence permit) and can also demand wage differences directly from the main company you work for.

“DO YOU KNOW THAT IF THE COMPANY THAT HIRED YOU DOESN’T PAY YOU, YOU CAN CLAIM PAYMENT FROM THE MAIN COMPANY?”

The law provides that every worker under contract, subcontract, or posting must be paid according to the national collective bargaining agreement (CCNL), and the main company is also responsible. This claim must be made within two years after the end of the contracted work.

“DO YOU KNOW WHICH COLLECTIVE BARGAINING AGREEMENT MUST BE APPLIED TO CALCULATE YOUR PAYSIP?”

The employer cannot freely choose which collective agreement to apply. The applicable CCNL must correspond to the sector and the type of work you perform.

For example, if you work under contract in a metalworking factory and your tasks are related to the metalworking sector, you must be paid under the Metalworkers’ CCNL, not under another one. The wage difference can exceed €500 per month!

**COME TO CGIL FOR INFORMATION.
WE ASSIST YOU BECAUSE “OUR JOB
IS TO DEFEND THOSE WHO WORK!”**



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